



**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**AND**

**BAM FM**

**FACILITIES MANAGEMENT MARKETPLACE CONTRACT**

**Provision of COVID Community Testing Sites - Contract**

**REF: RM3830**

**Order Form**

**Contract Number:** CCZI20A27

**From the ("Buyer "): Department of Health and Social Care**

**To the ("SUPPLIER")**

**Name: BAM FM**

**Registered Address:**

Kelvin House, Buchanan Gate Business Park, Stepps, Glasgow, G33 6FB

**Registered Number: SC190053**

**DUNS Number:** 236500950

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

Where Call-Off Schedule 20 (Clustering) is selected then the Deliverables shall also be provided for the benefit of the following potential Cluster Members:

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Cluster Member | Services to be provided | Duration | Special Terms |
| Department of Health and Social Care (Buyer | As per Attachment 3 – Specification  | 6 months + 6 months | Call Off Schedule 26 – Special Terms |
| Local Authorities (includes any local authority of any tier within your awarded region(s))  | As per Attachment 3 – Specification | See section in Drawn down deliverables | Call Off Schedule 26 – Special Terms |
| Educational Establishments  | As per Attachment 3 – Specification  | See section in Drawn down deliverables | Call Off Schedule 26 – Special Terms |
| Healthcare Establishments  | As per Attachment 3 – Specification -  | See section in Drawn down deliverables | Call Off Schedule 26 – Special Terms |

Please note that the above list is not exhaustive, the Buyer may add additional Cluster Members to the scope of the Call Off Contract throughout the Contract Period. The contract is open to organisations defined as a public body at <https://www.gov.uk/government/organisations> .

**APPLICABLE FRAMEWORK CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Framework Contract with the reference number RM3830 and dated 10 July 2018 for the provision of facilities management services.

**CALL-OFF LOT:**

This Call-Off Contract is in relation to the following Lot

|  |  |
| --- | --- |
| **Lot** | **Supplier accreditations required for the Lot** |
| 1a | ISO 9001 |

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form including the Call-Off Schedule 26 - Special Terms.
2. Joint Schedule 1 (Definitions)
3. Joint Schedule 11 (Processing Data)
4. Call Off Schedule 4 (Facilities Management)
5. The following Schedules in equal order of precedence:

Joint Schedule 2 (Variation Form)

Joint Schedule 3 (Insurance Requirements)

Joint Schedule 4 (Commercially Sensitive Information)

Joint Schedule 6 (Key Subcontractors)

Joint Schedule 7 (Financial Distress)

Joint Schedule 10 (Rectification Plan)

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 2 (Staff Transfer) Call-Off Schedule 2: Part E (Staff Transfer on Exit)

Call-Off Schedule 3 (Continuous Improvement)

Call-Off Schedule 4A (Billable Works and Projects)

Call-Off Schedule 5 (Call-Off Pricing)

Call-Off Schedule 7 (Key Staff)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Schedule 9 (Security)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 11 (Processing Data)

Call-Off Schedule 15 (Contract Management)

Call-Off Schedule 20 (Clustering)

 Call-Off Schedule 20 – Appendix 1 (Request for Community Testing)

1. The CCS Core Terms (v3.0.2)
2. Joint Schedule 5 (Corporate Social Responsibility).

 No other terms whether written on the back of, appended to this Order Form, or presented at the time of delivery shall form part of the Call-Off Contract.

**CALL-OFF SCHEDULES NOT USED:**

Joint Schedule 9 – NOT USED

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 2: Part A NOT USED

Call-Off Schedule 2: Part B NOT USED

Call-Off Schedule 2: Part C (No Staff Transfer On Start Date)

Call-Off Schedule 2: Part D (Pensions)

 - Annex D1 (CSPS)

 - Annex D2 (NHSPS)

 - Annex D3 (LGPS)

Call-Off Schedule 6 (TUPE Surcharge)

Call-Off Schedule 12 (ICT Services Terms)

Call-Off Schedule 13 (Mobilisation Plan and Testing)

Call-Off Schedule 14 (Key Performance Indicators)

Call-Off Schedule 16 (Benchmarking)

Call-Off Schedule 17 (MoD Terms)

Call-Off Schedule 18 (Concession Agreement)

Call-Off Schedule 19 (Collateral Warranty Agreements)

Call-Off Schedule 21 (Performance Bond)

Call-Off Schedule 23 (Redundancy Surcharge)

Call-Off Schedule 24 (Scottish Law)

Call-Off Schedule 25 (Northern Ireland Law)

**CALL-OFF SPECIAL TERMS:**

See Call Off Schedule 26 – Special Terms

**Effective Date:** Tuesday16th February 2021

**Date the Contract Period commences:** Tuesday 16th February 2021

**Date the Contract Period ends:** Thursday 12th August 2021

**Mobilisation Period:** To be agreed at Individual Call Off Contract Drawn Down

**Start Date / Date the Call-Off Initial Period commences:** To be agreed at Individual Call Off Contract Drawn Down

**Date Call-Off Initial Period ends):** 12 weeks from commencement of the individual call off

**Optional Contract Extension Period 1 (start and end dates):** Friday 13th August 2021 to Friday 11th February 2022

**Total maximum Contract Period (not to exceed 10 years):** Monday 15th February 2021 to Friday 11th February 2022

**CALL-OFF DELIVERABLES:**

The Deliverables that shall be provided under this Call-Off Contract are contained within the Specification and associated annexes.

**DRAWN DOWN DELIVERABLES:**

The location of the provision of certain Deliverables is not fixed on the Start Date however the Buyer is aware that the following parameters may apply to its requirements for these Deliverables:

* The locations of the provision of the Deliverables will be within the following descriptions:
	+ - East of England
* The Deliverables are to be made available to be called upon in such quantities, at such locations, to such Cluster Members (and the Buyer) and for such duration (subject to the total maximum Contract Period) as the Buyer and Cluster Members shall determine at their discretion and in line with the requirements set out in the Specification and associated Annexes.
* The Buyer and/or Cluster Members shall draw down the required Deliverables using the form contained within Appendix 1 – Request for Community Testing Services.
* The Buyer and/or Cluster Member will provide at least the following amount of notice in order to require the delivery of the required Deliverables: 5 business days.
* The pricing provisions that will apply to the provision of these Deliverables will be as per the prices provided within the Price Matrix.

The Supplier acknowledges that the quantity of any Drawn Down Deliverables may be subject to adjustment during the Contract Period and specifically for each Cluster Member’s requirements across their Community Testing Sites and associated regions.

The Supplier acknowledges that due to the nature of the COVID-19 pandemic the Buyer and/or Cluster Members may require Additional Services and/or the removal of some Deliverables in line with the scope of the FM Services Marketplace Framework Agreement to support the fight against the current COVID-19 pandemic. Any requests for Additional Services shall be recorded in accordance with the Variation Procedure and any impact on the Charges shall be calculated in accordance with the provisions relating to the Charges and the Framework Prices.

**CALL-OFF CHARGES:**

REDACTED

The Charges shall not be impacted by any change to the Framework Prices and can only be changed by agreement in writing between the Buyer and the Supplier as a result of:

 (i) indexation\*(i) Specific Change in Law;

 (ii) Call-Off Variation (agreed in writing and signed by both Parties in accordance with clause 24 of Core Terms')

\*indexation shall only apply if the Call Off Optional Extension Period is agreed by the Buyer

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract (including any Mobilisation Period) is stated in Clause 11.2 of the Core Terms.

**ESTIMATED YEAR ONE CONTRACT CHARGES**

Not Applicable

**INDEXATION**

Not applicable

**PASS THROUGH COSTS**

Not Applicable

**MORE FAVOURABLE COMMERCIAL TERMS**

Not Applicable

**TUPE OPTION**

Not Applicable – no staff transfer at start date

**VARIATION THRESHOLD**

Contract Value Variation: Not Applicable

Service Variation: to be dictated by the trends of the Governments response to the COVID pandemic.

**TARGET COST**

Not Applicable

**INCLUSIVE REPAIR THRESHOLD**

The Inclusive Repair Thresholds shall be: £0

**BILLABLE WORKS**

The estimated total value range for Billable Works shall be as set out below:

|  |  |
| --- | --- |
| **Tier** | **Estimated total value range**  |
| Tier One Billable Works  | £251 - £5000 |
| Tier Two Billable Works  | £5001 - £10,000 |
| Tier Three Billable Works  | £10,001 - £25,000 |
| Tier Four Billable Works  | Above £25,000 |

The value of Billable Works not requiring approval is: £250

**BUSINESS CRITICAL EVENTS**

Business Critical Events are as follows:

* Flooding;
* Fire;
* building damage;
* security breach;
* Further COVID-19 outbreaks affecting Buyer and Supplier Personnel and/or
* power outages.

Any unforeseen event or circumstance which might reasonably be considered to present a material and immediate security or health and safety risk to the Buyer’s Premises, Sites, staff or visitors

Disaster Period 5 Business days

**METHOD OF PAYMENT**

[BACS to account [ ] at [ ] [Bank / Building Society]] [Government Procurement Card (where selected then the Supplier shall pay any associated merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this from CCS or the Buyer)]

Please note that this will need to be agreed by individual Cluster Member with BAM FM at Draw Down

**BUYER INVOICING ADDRESS:**

All invoices for DHSC must be send quoting a valid purchase order number to

REDACTED

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager).

Non- compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact

REDACTED

Please note each Cluster Member will provide their invoicing address once they have drawn down their required Deliverables.

**BUYER AUTHORISED REPRESENTATIVE:**

REDACTED- Deputy Director

Procurement Commercial

Directorate Department of Health and Social Care

39 Victoria Street Westminster

London SW1H 0EU

**BUYER NOTICES**

REDACTED - Deputy Director

Procurement Commercial

Directorate Department of Health and Social Care

39 Victoria Street Westminster

London SW1H 0EU

**BUYER SECURITY POLICY:**

The Buyer acts within HMG Security Policy Framework (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>) and unescorted access to its sites is restricted to personnel with a minimum of Baseline Personnel Security Standard. The Buyer’s sites respond as required to changes in the National Threat Level (<https://www.gov.uk/terrorism-national-emergency>) that result in a change to the Response Level and the Response Level is displayed at all sites. The Buyer will expect to respond proactively to Security situation and be able to enhance the guard force when required to create an enhanced deterrent or assist with controlling a security situation. Security threats are constantly evolving and the Buyer anticipates working with the Supplier to adapt the services delivered under the contract to protect sites from those threats

**PROGRESS REPORT FREQUENCY:**

On the last Working Day of each calendar week

**PROGRESS MEETING FREQUENCY:**

On the first Working Day of each month

**KEY ROLES/STAFF:**

REDACTED

Business Development Manager

Breakspear Park,

Breakspear Way
Hemel Hempstead
Hertfordshire HP2 4FL

Email: REDACTED
Tel. REDACTED

**KEY SUBCONTRACTORS:**

REDACTED

**E-AUCTIONS:**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION:**

Not Applicable

**SERVICE PERIOD:**

Not Applicable

**KPI CREDITS, AT RISK % AND EARN BACK%:**

Included within Attachment 3 – Annex E – Buyer Specific Requirements

**RISK REGISTER:**

**To be completed by the Buyer and Supplier during the Mobilisation Period**

For the purposes of this Call-Off Contract the following shall be deemed part of the risk register:

Type of Risk Location of Risk Further Detail

**SMALL AND MEDIUM SIZED ENTERPRISES**

The percentage of small and medium enterprises which apply in relation to Call-Off Schedule (4) (Facilities Management) is 5-10 %.

**CONCESSION:**

Not Applicable

**COLLATERAL WARRANTIES**

Not Applicable

**PERFORMANCE BOND**

Not Applicable

**CALL-OFF GUARANTEE**

Not Applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, it will comply with the social value requirements as set out in the Specification and associated annexes.

**COUNTERPARTS**

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| REDACTED | Signature: | REDACTED |
| REDACTED | Name: | REDACTED |
| Managing Director | Role: | Commercial Specialist  |
| 15th February 2021 | Date: | 11th February’2021 |

**Part B**

**Call-Off Schedules**

**Call off schedules have been in included as Attachments to this Call Off Order form, as indicated below:**

Call-Off Schedule 26 - Special Terms.

Joint Schedule 1 (Definitions)

Joint Schedule 11 (Processing Data)

Call Off Schedule 4 (Facilities Management)

The following Schedules in equal order of precedence:

Joint Schedule 2 (Variation Form)

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